



Comptroller General
of the United States
Washington, D.C. 20548

Decision

Matter of: Cobra Corporation
File: B-246109
Date: October 16, 1991

Douglas C. Hammond for the protester,
Henry J. Gorczycki, Office of the General Counsel, GAO,
participated in the preparation of the decision.

DIGEST

1. Bid was properly rejected as nonresponsive where a bidder submitted an unsigned Certificate of Procurement Integrity with its bid submission, even though the bidder had completed the various provisions of the certificate.
2. A bidder's intent to be bound by the bid was evidenced by its signature on the face of the bid document, even though that signature appeared in the wrong block on the bid form.

DECISION

Cobra Corporation protests the rejection of its bid as nonresponsive under invitation for bids (IFB) No. F45613-91-B-0063 issued by the Department of the Air Force for re-roofing a building at Fairchild Air Force Base, Spokane, Washington. The Air Force rejected the bid because Cobra failed to sign the Certificate of Procurement Integrity included in the IFB.

We dismiss the protest.

The IFB informed all bidders to include a completed Certificate of Procurement Integrity, which had a designated blank for the signature of the officer or an employee responsible for the bid and informed bidders to include a completed certificate with the bid or be rejected as nonresponsive. Cobra's bid included a certificate that had apparently been filled in, but not signed.

A responsive bid is one that unequivocally offers to provide the exact thing called for in the IFB, such that acceptance

of the bid will bind the contractor in accordance with all the IFB's material terms and conditions. Mid-East Contractors, Inc., B-242435, Mar. 29, 1991, 70 Comp. Gen. ___, 91-1 CPD ¶ 342. The procurement integrity certification requirement is a material term because it imposes substantial legal duties on the bidder.¹ The bidder must sign the certificate in order for the bid to be considered responsive because failure to sign, as expressly required by the certificate, calls into question the bidder's commitment to these substantial legal duties--which go beyond the bidder's obligation to perform the work covered by the contract. Ed A. Wilson, Inc., B-244634, July 12, 1991, 91-2 CPD ¶ 53.

Cobra asserts that its failure to properly complete the certification can be waived as a minor informality under Federal Acquisition Regulation (FAR) § 14.405. However, the certifier's additional obligations are material, such that a failure to sign the certificate, even though the bid itself is signed, cannot be considered a minor informality capable of being cured after bid opening. General Kinetics, Inc., Cryptek Div., B-244148, Aug. 19, 1991, 91-2 CPD ¶ 166.

Cobra alleges that it has been treated unfairly because the bidder who ultimately received the award failed to sign its bid and was permitted to correct that defect after bid opening. In this regard, the successful bidder reportedly did not sign its bid in the appropriate block, but signed in a different block on the face of the bid.²

When a bid is accompanied by other documentation signed by the bidder, which clearly evidences the bidder's intent to be bound by the bid, the bidder's failure to properly sign the bid may be waived as a minor informality. Wilton Corp., B-218064, Feb. 1, 1985, 64 Comp. Gen. 233 (1985), 85-1 CPD ¶ 128. We view a bidder's signature as the prime

¹ In particular, the certification implements several provisions of the Office of Federal Procurement Policy (OFPP) Act, 41 U.S.C.A. § 423 (West Supp. 1991). The OFPP Act prohibits activities involving soliciting or discussing post-government employment, offering or accepting a gratuity, and soliciting or disclosing proprietary or source selection information. The certificate obligates a named individual to comply with the provisions of the Act, to certify the veracity of disclosures required by the Act, and to collect similar certificates from all other individuals involved in the preparation of bids or offers.

² The successful bidder signed in block 30A on Standard Form 1442. It should have signed in block 20B.

consideration for determining the bidder's intent to be bound; the fact that the signature appears in other than the usual location does not mean that the bidder is any less committed to the provisions of the solicitation.

JRW Enterprises, Inc., B-238236, May 11, 1990, 90-1 CPD ¶ 464; see 48 Comp. Gen. 648 (1969) (authorized signature on envelope was sufficient to evidence intent to be bound by the enclosed bid, even though the bidder failed to sign the bid document). Therefore, we find that the successful bidder did submit a binding responsive bid.

The protest is dismissed.


James A. Spangenberg
Assistant General Counsel